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15 *Attorneys for Defendant FCA US LLC*

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17 **UNITED STATES DISTRICT COURT**  
18 **SOUTHERN DISTRICT OF CALIFORNIA**  
19

20 WENDY HIGHTMAN, on behalf of  
21 herself and all others similarly situated,

22 Plaintiff,

23 v.

24 FCA US LLC, and DOES 1-10,  
25 inclusive,

26 Defendants.  
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CASE NO. 3:18-CV-02205-BEN-KSC

**JOINT MOTION AND  
STIPULATION TO CONTINUE  
HEARING AND BRIEFING  
SCHEDULE ON DEFENDANT'S  
MOTION TO DISMISS FOR LACK  
OF JURISDICTION, (ECF NO. 15),  
MOTION TO TRANSFER, (ECF  
NO. 16), AND MOTION TO  
DISMISS FOR FAILURE TO  
STATE A CLAIM (ECF NO. 17),,  
PURSUANT TO LOCAL RULES  
7.1(g) AND 7.2**

1 Pursuant to Local Rules 7.1(g) and 7.2, Plaintiff WENDY HIGHTMAN and  
2 Defendant FCA US LLC, (collectively, the “Parties”), by and through their  
3 undersigned counsel, hereby stipulate and jointly move the Court for an order  
4 continuing the hearing date on Defendant’s Motion to Dismiss for Lack of  
5 Jurisdiction, (ECF No. 15), Motion to Transfer (ECF No. 16), and Motion to  
6 Dismiss for Failure to State a Claim, (ECF No. 17), from January 22, 2019, to  
7 February 11, 2019, and for the opposition and reply filing deadlines to be continued  
8 in accordance with Local Rule 7.1(e)(2-3) and the continued hearing date.

9 **WHEREAS**, Plaintiff initiated this action by filing a Class Action Complaint  
10 on September 24, 2018, asserting claims against FCA US for: (1) Violation of  
11 Magnuson-Moss Warranty (15 U.S.C. § 2301, *et seq.*); (2) Breach of Contract /  
12 Common Law Warranty (based on California Law); (3) Breach of the Duty of Good  
13 Faith and Fair Dealing (Based on California Law); (4) Violations of California  
14 False Advertising law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*); (5) Violation of  
15 California Consumer Legal Remedies Act (Cal. Civil Code § 1750, *et seq.*); (6)  
16 Violation of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200,  
17 *et seq.*);

18 **WHEREAS**, before the Class Action Complaint had been served on FCA  
19 US, Plaintiff filed a First Amended Class Action Complaint on October 5, 2018,  
20 asserting the same causes of action that were alleged in the original pleading;

21 **WHEREAS**, FCA US was served with the First Amended Class Action  
22 Complaint on October 23, 2018, and was originally required to answer or otherwise  
23 respond to the First Amended Class Action Complaint on or before November 13,  
24 2018;

25 **WHEREAS**, counsel for Defendant FCA US requested a 30-day extension  
26 of time to be able to sufficiently investigate and respond to Plaintiff’s allegations;

27 **WHEREAS**, counsel for Plaintiff agreed to the requested 30-day extension  
28 on the condition that if Defendant were to respond by filing motion(s) to dismiss,

1 Defendant would stipulate to a briefing schedule that will allow commensurate  
2 additional time for Plaintiff to oppose such motions;

3 **WHEREAS**, on December 13, 2018, Defendant simultaneously filed a  
4 Motion to Dismiss for Lack of Jurisdiction, (ECF. No. 15), Motion to Transfer,  
5 (ECF No. 16), and Motion to Dismiss for Failure to State a Claim, (ECF No. 17)  
6 (collectively, the “Motions”). When Defendant’s counsel contacted the clerk to  
7 obtain a hearing date for the Motions, it was provided with a hearing date of  
8 January 22, 2019;

9 **WHEREAS**, with the January 22, 2019 hearing date, the oppositions to the  
10 Motions are currently due on January 8, 2019, pursuant Local Rule 7.1(e)(2).

11 **WHEREAS**, after meeting and conferring, the Parties have stipulated and  
12 agreed that, in light of the prior agreement of the parties and Plaintiff’s counsel’s  
13 limited availability over the Christmas holidays, and that on that basis good cause  
14 exists, to continue the hearing date on the Motions from January 22, 2019, to  
15 February 11, 2019, or to the next date available with the Court, with opposition and  
16 reply briefs to be due in accordance with the new hearing date and pursuant to  
17 Local Rule 7.1(e)(2-3).

18 **NOW THEREFORE, IT IS HEREBY STIPULATED** by and between the  
19 Parties and requested of the Court that, for good cause shown, the hearing on  
20 Motion to Dismiss for Lack of Jurisdiction, (ECF. No. 15), Motion to Transfer,  
21 (ECF No. 16), and Motion to Dismiss for Failure to State a Claim, (ECF No. 17),  
22 be continued from January 22, 2019, to February 11, 2019, with Plaintiff’s

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1 oppositions to be due on or before January 28, 2019, and Defendant's replies to be  
2 due on or before February 4, 2019, in accordance with Local Rule 7.1(e)(2-3).

3  
4 DATED: January 3, 2019

MCCUNE WRIGHT AREVALO LLP

5  
6 By: /s/ David C. Wright

RICHARD D. MCCUNE  
7 DAVID C. WRIGHT  
8 MARK I. RICHARDS

9 *Attorneys for Plaintiff*

10 DATED: January 3, 2019

HIGGS FLETCHER & MACK LLP

11  
12 By: /s/ Edwin M. Boniske

13 WILLIAM M. LOW, ESQ.  
14 EDWIN M. BONISKE, ESQ.

15 *Attorneys for Defendant*  
16 FCA US LLC  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was filed on January 2, 2019, and electronically served on all counsel of record, who are deemed to have consented to electronic service via the Court's CM/ECF system per Civ. L.R. 5.4(d).

By: /s/ David C. Wright  
David C. Wright, Bar No. 177468